AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONT	RACT	1. Contract I		Page 1 Of 9
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Pur	chase Req		5. Project No.	(If applicable)
P00006	2003OCT31	SEE SC	HEDULE			
6. Issued By	Code W56HZV	7. Administered B	y (If other	than Item 6)		Code S0512A
TACOM WARREN BLDG 231		DCMA VAN NU				
AMSTA-AQ-ABGD		6230 VAN NU		01401 2712		
PAM KOSTOWNY (586)574-8899 WARREN, MICHIGAN 48397-5000		VAN NOIS, C	ALIFORNIA	91401-2713		
HTTP://CONTRACTING.TACOM.ARMY.MIL						
EMAIL: KOSTOWNP@TACOM.ARMY.MIL			SCD C	PAS NONE	ADP I	РТ нQ0339
8. Name And Address Of Contractor (No., Stre	et, City, County, State and			9A. Amendmer	nt Of Solicitation	
NORTHROP GRUMMAN SPACE & MISSION SY	STEMS CORP.					
SPACE TECHNOLOGY				9B. Dated (See	Item 11)	
GARY HAWKINS				Duited (Sec	110111 11)	
ONE SPACE PARK BLVD REDONDO BEACH, CA. 90278-1078			Х	10A. Modificat	tion Of Contract	/Order No.
				DAAE07-01-C-	L059	
TYPE BUSINESS: Large Business Perfo	rming in U.S.		\ \ \	10B. Dated (Se	e Item 13)	
Code 11982 Facility Code				2001MAR30		
11. T	HIS ITEM ONLY APPLI	ES TO AMENDME	NTS OF SO	OLICITATION	S	
The above numbered solicitation is amend	led as set forth in item 14.	The hour and date	specified fo	or receipt of Off	fers	
is extended, is not extended.						
Offers must acknowledge receipt of this ame						
(a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or	_				_	dment on each copy of the IRE OF YOUR
ACKNOWLEDGMENT TO BE RECEIVED	O AT THE PLACE DESIG	SNATED FOR THE	RECEIPT	OF OFFERS I	PRIOR TO THE	HOUR AND DATE
SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, p						
opening hour and date specified.	ŭ .				ins amendment,	and is received prior to the
12. Accounting And Appropriation Data (If red ACRN: AB NET INCREASE: \$.00	quired) Payment will be	made by Electro	nic Funds	Transfer		
ACIAN AD NEI INCREASE. V.00						
13. THIS KIND MOD CODE: G	ITEM ONLY APPLIES T				DERS	
A. This Change Order is Issued Pursual	It Modifies The Contra	act/Order No. As De	scribed In		C-4 E4b	I., I4 14 A MJ. I
The Contract/Order No. In Item 102				The Ch	ianges set Forth	In Item 14 Are Made In
B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T			Changes (su	ich as changes i	in paying office,	appropriation data, etc.)
X C. This Supplemental Agreement Is Ent	ered Into Pursuant To Au	thority Of: Mutual	Agreemen	t		
D. Other (Specify type of modification a	nd authority)					
E. IMPORTANT: Contractor is not,	X is required to sign	this document and	return	C	copies to the Issu	ing Office.
14. Description Of Amendment/Modification (<u> </u>				•	8
GER GEGOND DAGE FOR DEGGRIDETON						
SEE SECOND PAGE FOR DESCRIPTION						
Contract Expiration Date: 2004MAY31						
Except as provided herein, all terms and conditand effect.						
15A. Name And Title Of Signer (Type or print)		JOHN M.	HOPFNER	Of Contracting MY.MIL (586)5	Officer (Type or	r print)
15B. Contractor/Offeror	15C. Date Signed					16C. Date Signed
		Dw		/CTCMED /		200200021
(Signature of person authorized to sign)	-	By	Signature o	/SIGNED/ f Contracting C	Officer)	2003OCT31
NSN 7540-01-152-8070	L	30-105-02	S v.			ORM 30 (REV. 10-83)

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Name of Offeror or Contractor: NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

SECTION A - SUPPLEMENTAL INFORMATION

- 1. The purpose of this Modification P00006, is to accomplish the following:
- a. Partially exercise Option 9 by adding the attached paragraphs C.2.9.2 through C.2.9.2.3, Disposal of Rocket Motors, to the statement of work;
- b. Reallocate existing obligated contract funding by moving some funds from one contract line item to another to fund the disposal of rocket motors currently stored at a subcontractor's facility as described in C.2.9.2; and
 - c. Revise funding schedule.
- 2. Add the attached paragraphs C.2.9.2 through C.2.9.2.3, Disposal of Rocket Motors:
- a. The attached paragraphs C.2.9.2 through C.2.9.2.3, Disposal of Rocket Motors, are hereby incorporated in the total negotiated amount of \$6,000.00.
- b. As a result of 2.a., the total negotiated contract value is hereby increased by \$6,000.00 from \$4,809,673.00 to \$4,815,673.00.
- 3. Partially exercise Option 9:
- a. In accordance with C.2.9 and pursuant to Clause H.22.9 Option 9, the Government hereby partially exercises Option 9, to require performance of paragraphs C.2.9.2 through C.2.9.2.3, Disposal of Rocket Motors.
- b. CLIN 0040 is established at a total value of \$6,000.00 and is fully funded at CLIN 0040AA, by the reallocation of existing obligation of contract funds, as further described in paragraph 4., below.
- 4. Reallocate existing obligated contract funding:
- a. The Contractor has agreed that \$6,000.00 currently obligated on CLIN 0003AA is available and may be moved from CLIN 0003AA and used to fund the disposal of the rocket motors at Talley Defense Systems.
- b. Therefore, CLIN 0003AA is hereby reduced by \$6,000.00 from \$1,700,000.00 to \$1,694,000.00, and the \$6,000.00 is moved to new CLIN 0040AA to fund option paragraphs C.2.9.2 through C.2.9.2.3, Disposal of Rocket Motors.
- 5. As a result of the above, the funding schedule at B.3.2.2 is revised accordingly and B.3.2.3 is incorporated.
- 6. As a result of the above, clause F.4.9.2, performance period for C.2.9.2 is hereby incorporated.
- 7. As a result of the above, and as previously stated in 2.b. above, the total negotiated contract value is hereby increased by \$6,000.00 from \$4,809,673.00 to \$4,815,673.00. The total contract obligation remains unchanged at \$2,759,812.00.
- 8. Except as provided herein, all terms and conditions remain unchanged.

*** END OF NARRATIVE A 006 ***

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Name of Offeror or Contractor: NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

0003	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS OPTION FOR ADDITONAL TASK SECURITY CLASS: Unclassified This CLIN is an option item to which clause			
, 1 3	SECURITY CLASS: Unclassified			
, 1 1	SECURITY CLASS: Unclassified			
, 1 1	SECURITY CLASS: Unclassified			
, 1 3	SECURITY CLASS: Unclassified			
1 4 1				
1 4 1	This CLIN is an ontion item to which clause			
1 4 1	This CLIN is an ontion item to which clause			
1 4 1	This CLIN is an ontion item to which clause			
1 4 1	This CLIN is an option item to which clause			
]	THIS CHIN IS AN OPEION ICEM CO WHICH CIAUSE			
נ	H-22 entitled "OPTION FOR ADDITIONAL TASKS"			
	applies. This option is partially exercised			
	by modification P00002.			
	The requirements of Data Item A001 under			
	CLIN 0002 applies to this CLIN 0003			
	The Contractor shall furnish all the supplies			
	and services to accomplish the option tasks			
	specified in paragraphs C.2.1.1.a C.2.1.1.d, C.2.1.3.a C.2.1.3.b.,			
	C.2.1.4.a C.2.1.4.c.,			
0	C.2.1.5.a C.2.1.5.e.,			
	C.2.1.6.a and C.2.1.14			
	NEGOTIATED amount for CLIN 0003 is as follows:			
ľ	NEGOTIATED AMOUNT FOR CLIN 0005 IS AS FOLLOWS.			
:	Est. Cost: \$3,477,600.00			
	Fixed Fee: \$ 272,261.00			
[Total Amount: \$3,749,861.00			
'	The current OBLIGATED amount for CLIN 0003 is:			
	1,694,000.00			
	1,004,000.00			
	(End of narrative B001)			
0003AA	SERVICES LINE ITEM			\$ 1,694,000.0
	NOUN: FUNDING FOR OPTION C.2.			
	PRON: E122C135EH PRON AMD: 01 ACRN: AB			
	AMS CD: 622601H9111			
	Inspection and Acceptance INSPECTION: Destination			
	INSPECTION DESCRIPTION ACCEPTANCE DESCRIPTION			
	<u>Deliveries or Performance</u>			
	DLVR SCH PERF COMPL			
	REL CD QUANTITY DATE 001 0 SEE SECTION F			
	TIL O DEE DECITOR F			
	\$ 1,694,000.00			
		i .		

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Name of Offeror or Contractor: NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	OPTION FOR ADDITONAL TASK				
	SECURITY CLASS: Unclassified				
	This CLIN is an option item to which clause H-22.9 entitled "OPTION FOR ADDITIONAL TASKS" applies. This option is partially exercised by modification P00006.				
	The requirements of Data Item A001 under CLIN 0002 applies to this CLIN 0040				
	The Contractor shall furnish all the supplies and services to accomplish the option tasks specified in paragraph C.2.9.2.				
	Est. Cost: \$6,000.00 Fixed Fee: 00.00 Total Amount: \$6,000.00				
	(End of narrative B002)				
0040AA	SERVICES LINE ITEM				\$6,000.00
	NOUN: TRW NTAPS OPTIONS-C.2.9.2 PRON: E122C135EH PRON AMD: 01 ACRN: AB AMS CD: 622601H9111				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL _REL CD QUANTITY DATE 001 0 SEE SECTION F				
	\$ 6,000.00				

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Name of Offeror or Contractor: NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

B.1 Estimated Cost and Payment

- B.1.1 The estimated cost for performance of the work required under this contract is \$4,460,710.00, which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF FUNDS.
- B.1.2 The contractor will be paid for the fixed fee stated in Section B opposite CLINs 0001 and 0003 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.
- B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

B.2 Payment

The contractor may submit public vouchers every two weeks for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.3 Funding

B.3.1 The Government shall provide funds under this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.3.2 Funding Schedule

B.3.2.1. Performance Period Amount BASIC

FY01 - Award through June 2002 \$1,059,812.00

B.3.2.2. Performance Period Amount OPTIONS C.2.1., C.2.1.3., C.2.1.4., C.2.1.5., C.2.1.6., and C.2.1.14.

FY02 - Award of P00002 through November 2002 \$1,694,000.00 FY03 - November 2002 through December 2003 \$ 00.00 FY04 - January 2004 through completion \$2,505,861.00

B.3.2.3. Performance Period Amount OPTIONS C.2.4.1.1, C.2.4.1.2, C.2.4.1.2.a, C.2.4.1.2.b, C.2.4.1.2.c, C.2.4.1.2.d, C.2.4.1.3, C.2.4.1.3.a, C.2.4.1.3.b, C.2.4.1.3.c, C.2.4.1.3.d, C.2.4.1.4.c, C.2.4.1.4.a, C.2.4.1.4.b, C.2.4.1.4.c, C.2.4.1.4.c, C.2.4.1.4.c, C.2.4.1.4.c, C.2.4.1.5 and C.2.4.1.6.

B.3.2.3 Performance Period Amount OPTION C.2.9.2

FY03 - Award of P00006 through Completion \$6,000.00

Effort for P00006 is fully funded with P00006.

B.4 Funds Allotted.

- B.4.1 The amount of funds currently allotted to this contract for CLIN 0001 is \$1,059,812.00.
- B.4.2 The amount of funds currently allotted to this contract for CLIN 0003 is \$1,694,000.00.
- B.4.3 The amount of funds currently allotted to this contract for CLIN 0040 is \$6,000.00.
- B.4.4 The total amount of funds currently allotted to this contract is: \$2,759,812.00.

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Name of Offeror or Contractor: NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2.9.2 DISPOSAL OF ROCKET MOTORS

C.2.9.2.1. Modification P00001, dated 14 August 2001, transferred accountability of five (5) each Super Barricade 102 MM Rocket Motors as Government Furnished Property from United Defense Contract Number DAAE07-95-C-R043, to this contract Number DAAE07-01-C-L059. The rocket motors were transferred in place at the Talley Defense Facility in Mesa, Arizona, a subcontractor to TRW under this contract. Talley Defense Systems agreed to hold this Government Property at no cost to the Contract, for storage for a period of one (1) year.

C.2.9.2.2. TRW shall initiate a method of completely destroying each of the five (5) motors to the extent that should any pieces remain, they will not be in any condition for reassembly or reuse for any cause.

C.2.9.2.3 TRW shall notify the ACO a minimum of two (2) weeks prior to the desired date for destruction of these rocket motors so that the ACO or other Government representative may witness the destruction of these rocket motors.

*** END OF NARRATIVE C 004 ***

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Name of Offeror or Contractor: NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

SECTION F - DELIVERIES OR PERFORMANCE

- F.3 PERFORMANCE Basic Requirement (Section C.1):
- F.3.1 All work required under Section C.1 of this contract, excluding submission of the final technical report, shall be completed within fifteen (15) months after contract award.
- F.3.2 The Contractor shall submit the Draft Technical Report no later than 15 January 2003. The Government will review the draft technical report and return it to the Contractor within thirty (30) days of receipt. The Contractor shall submit the Final Technical Report no later than 4 March 2003. Acceptance of final report will constitute completion.

F.4 PERFORMANCE - Option Requirements (Section C.2):

The period of performance of each option task is listed below. The performance period for each option task shall begin upon exercise of that option task, or completion of the basic task to which the option is related, whichever is later.

- F.4.1 Performance for Options relating to Task 1:
- F.4.1.1 Paragraph C.2.1.1 shall be completed 9 months after exercise, or after the completion of the basic task to which it is related.
- F.4.1.2 Paragraph C.2.1.2 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is
- related.
- F.4.1.3 Paragraph C.2.1.3 shall be completed 12 months after exercise, or after the completion of the basic task to which it is related.
- F.4.1.4 Paragraph C.2.1.4 shall be completed 12 months after exercise, or after the completion of the basic task to which it is
- F.4.1.5 Paragraph C.2.1.5 shall be completed 12 months after exercise, or after the completion of the basic task to which it is
- related.

 F.4.1.6 Paragraph C.2.1.6 shall be completed 9 months after exercise, or after the completion of the basic task to which it is related.
- F.4.1.7 Paragraph C.2.1.7 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is
- F.4.1.8 Paragraph C.2.1.8 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.1.9 Paragraph C.2.1.9 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is
- F.4.1.10 Paragraph C.2.1.10 shall be completed _TBD_months after exercise, or the completion of the basic task to which it is related.
- F.4.1.11 RESERVED
- F.4.1.12 RESERVED
- F.4.1.13 RESERVED
- $\hbox{F.4.1.14} \quad \hbox{Paragraph C.2.1.14 shall be completed 15 months after exercise.}$
- F.4.2 Performance for Options relating to Task 2. There are no options related to Task 2.
- F.4.3 Performance for Options relating to Task 3:
- F.4.3.1 Paragraph C.2.3.1 shall be completed 6 months after exercise, or after the completion of the basic task to which it is related.
- F.4.3.2 Paragraph C.2.3.2 shall be completed 6 months after exercise, or after the completion of the basic task to which it is related.
- F.4.3.3 Paragraph C.2.3.3 shall be completed 6 months after exercise, or after the completion of the basic task to which it is related.
- F.4.3.4 Paragraph C.2.3.4 shall be completed 24 months after exercise, or after the completion of the basic task to which it is related.
- F.4.3.5 Paragraph C.2.3.5 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.4 Performance for Options relating to Task 4:
- F.4.4.1 Paragraph C.2.4.1 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.4.2 Paragraph C.2.4.2 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.4.3 Paragraph C.2.4.3 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.4.4 Paragraph C.2.4.4 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.4.5 Paragraph C.2.4.5 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related
- F.4.4.6 Paragraph C.2.4.6 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.

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Name of Offeror or Contractor: NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

- F.4.5 Performance for Options relating to Task 5:
- F.4.5.1 Paragraph C.2.5.1 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.5.2 Paragraph C.2.5.2 shall be completed 6 months after exercise, or after the completion of the basic task to which it is related.
- F.4.5.3 Paragraph C.2.5.3 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.5.4 Paragraph C.2.5.4 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.5.5 Paragraph C.2.5.5 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.5.6 Paragraph C.2.5.6 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.6 Performance for Options relating to Task 6:
- F.4.6.1 Paragraph C.2.6.1 shall be completed 6 months after exercise, or after the completion of the basic task to which it is related.
- F.4.6.2 Paragraph C.2.6.2 shall be completed _TBD_months after exercise, or after the completion of the basic task to which it is related
- F.4.6.3 Paragraph C.2.6.3 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.6.4 Paragraph C.2.6.4 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.5.5 Paragraph C.2.6.5 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.5.6 Paragraph C.2.6.6 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.7 Performance for Options relating to Task 7:
- F.4.7.1 Paragraph C.2.7.1 shall be completed 15 months after exercise, or after the completion of the basic task to which it is related.
- F.4.7.2 Paragraph C.2.7.2 shall be completed _TBD_months after exercise, or after the completion of the basic task to which it is related.
- F.4.7.3 Paragraph C.2.7.3 shall be completed 12 months after exercise, or after the completion of the basic task to which it is related.
- F.4.7.4 Paragraph C.2.7.4 shall be completed _TBD_ months after exercise, or after the completion of the basic task to which it is related.
- F.4.8 Performance for Options relating to Task 8:
- F.4.8.1 If the Government exercises this option for one copy at a time of the NTAPS system, the duration of performance of C.2.8 shall be TBD months after option exercise.
- F.4.8.2 If the Government exercises this option for two copies at a time of the NTAPS system, the duration of performance of C.2.8 shall be TBD months after option exercise.
- F.4.8.3 If the Government exercises this option for three copies at a time of the NTAPS system, the duration of performance of C.2.8 shall be TBD months after option exercise.
- F.4.8.4 If the Government exercises this option for four copies at a time of the NTAPS system, the duration of performance of C.2.8 shall be TBD months after option exercise.
- F.2.8.5 If the Government exercises this option for five copies at one time of the NTAPS system, the duration of performance of C.2.8 shall be TBD months after option exercise.
- F.4.9 Performance for Options relating to Task 9:
- F.4.9.1 The duration of performance of specific tasks exercised as a result of C.2.9 shall be negotiated prior to award of such option exercise(s).
- F.4.9.2 Paragraph C.2.9.2 shall be completed within 6 months after award of Modification P00006.

CONTINUATION SHEET			Reference No. of Document Being Continued						Page 9 of 9		
			PIIN/SIIN DAAE07-01-C-L059			9 MOD/AMD P					
Name of Offeror or Contractor: NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.											
SECTION	G - CONTRACT ADMINIS	TRATION DATA									
	PRON/										
LINE	AMS CD/		STAT/				INCREASE/DECREASE		CUMULATIVE		
<u>ITEM</u>	MIPR	ACRN JOB C	RD NO	PRIOR A			AMOUNT		AMOUNT		
0003AA	E122C135EH 622601H9111	AB 1	\$ 135	1,700,0	00.00	\$	-6,000.00	\$	1,694,000.00		
	022001117111	220	.133								
0040AA	E122C135EH	AB 1	\$		0.00	\$	6,000.00	\$	6,000.00		
	622601H9111	220	135								
				NET CHA	ANGE	\$	0.00				
SERVICE	NET CHANGE						ACCOUNTING		INCREASE/DECREASE		
NAME	BY ACRN	ACCOUNTING	CLASSIFICAT	<u>LON</u>			STATION		AMOUNT		
Army	AB	21 22040	000026D7675P6	522601255Y	S2011	3	W56HZV	\$	0.00		
							NET CHANG	E \$	0.00		
		PRIOR	AMOUNT		INCRE	ASE/	DECREASE	CUMULAT	IVE		
			WARD			MOU		OBLIG			
NET CHA	ANGE FOR AWARD: \$	2,759,81	2.00	\$			0.00 \$	2,759	,812.00		